

Date: 16th May 2018

Dear Customer/Partner

General Data Protection Regulation (GDPR) – New contractual commitments

We are writing to you regarding the GDPR, which comes into force with effect from 25th May 2018. As you may be aware, the GDPR applies to personal data and the controllers and processors of that personal data.

The GDPR applies to processing carried out by companies operating within the European Union (EU). It also applies to companies outside the EU that offer goods or services to individuals in the EU. The GDPR requires contracts between controllers and processors to contain specific provisions relating to the processing of the personal data.

Therefore, to ensure that you and, if you are a reseller, both you and your own customers, comply with the requirements of the GDPR in respect of the services we supply, we enclose by way of an addendum the new contractual commitments. These supplementary provisions are in addition to the existing contract or contracts under which we provide you with our services. If our contract with you has now expired or we do not process personal data on your behalf you may ignore this letter.

Between now and 25th May 2018, we shall be updating our privacy policy to provide more information about how personal data we may handle is processed. In the meantime, if you have any queries relating to the contents of this letter please email us at info@Stream-networks.co.uk referencing GDPR.

Please acknowledge receipt of this letter by returning a signed copy of the Addendum to the above email address. If you do not provide a response and continue to use the services Stream Networks Ltd provide to you under the terms of our contract the provisions contained in the Addendum shall automatically apply from 25th May 2018.

Many thanks in advance for your assistance.

Yours faithfully

S. Burdett

Stuart Burdett

Chief Data Sponsor & Company Director

Addendum

Either you and/or your affiliates, including subsidiaries and holding companies (collectively “you” and “your”), receive services from Stream Networks Ltd.

With effect from 25th May 2018, the terms set out below will come into force between you and Stream Networks Ltd so that you and Stream Networks Ltd comply with the General Data Protection Regulation.

“**Data Controller**”, “**Data Processor**”, “**Data Subject**”, “**Personal Data**” and “**Processing**” have the same meanings given to those terms in the Data Protection Legislation;

“**Data Protection Legislation**” means the DPA, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy from time to time including the General Data Protection Regulation (EU) 2016/679;

“**DPA**” means the Data Protection Act 1998 and any successor legislation;

“**Processing Details**” the processing details set out in the Annex which sets out the scope, nature and purpose of Processing by Stream Networks Ltd, the duration of the Processing, the types of Personal Data and the categories of Data Subject.

“**Subprocessor**” means any person (including any third party, but excluding an employee of Stream Networks Ltd) appointed by or on behalf of Stream Networks Ltd to process Personal Data on your behalf.

“**Working Day**” means any day excluding Saturdays, Sundays and the usual bank holidays in England.

1. You and Stream Networks Ltd and our respective employees shall observe the requirements of the Data Protection Legislation and shall comply with any request made or direction given to the other which is directly due to the requirements of the Data Protection Legislation.
2. You and Stream Networks Ltd agree that for the purposes of the Data Protection Legislation you shall, in respect of all your data which is Personal Data, be the Data Controller and Stream Networks Ltd shall be the Data Processor.
3. You confirm that any Personal Data supplied to Stream Networks Ltd has been collected and disclosed in accordance with the Data Protection Legislation and Stream Networks Ltd is entitled to process the Personal Data.
4. The Processing Details sets out the scope, nature and purpose of Processing by Stream Networks Ltd, the duration of the Processing, the types of Personal Data and the categories of Data Subject. You will keep us updated as to the types of Personal Data and categories of Data Subjects that may be included in the processing of Personal Data on your behalf.
5. Stream Networks Ltd shall take all measures required pursuant to Article 32 GDPR and also appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. Stream Networks Ltd shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

6. Stream Networks Ltd shall not transfer any Personal Data outside of the European Economic Area unless you have given us prior written consent. Stream Networks Ltd shall comply with reasonable instructions notified to Stream Networks Ltd in advance by you with respect to the processing of Personal Data.

7. Stream Networks Ltd shall assist you, at your cost, with all Data Subject access requests under the Data Protection Legislation which may be received from the Data Subject of any Personal Data forming part of your data.

8. Stream Networks Ltd shall notify you without undue delay of and about any actual incident of unlawful destruction or accidental loss or disclosure or access to your data that may include Personal Data.

9. Stream Networks Ltd shall make available to you all information reasonably necessary to demonstrate compliance with its obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you. Notwithstanding such rights Stream Networks Ltd may, in its absolute discretion, use independent third party auditors to verify the adequacy of the security controls that apply to the services we provide to you and Stream Networks Ltd's compliance with its obligations under the provisions contained in this addendum.

10. On your written direction, Stream Networks Ltd shall delete or return to you, at your cost, all Personal Data on termination of the contract between us unless Stream Networks Ltd is required by any law to store the Personal Data.

11. You and Stream Networks Ltd each agree the following provisions so far as they relate to Subprocessors:

(i) You authorise Stream Networks Ltd to appoint (and permit each Subprocessor to appoint) Subprocessors in accordance with this paragraph 11.

(ii) Stream Networks Ltd may continue to use those Subprocessors already engaged by Stream Networks Ltd as at 25th May 2018.

(iii) Stream Networks Ltd shall ensure its agreements with Subprocessors incorporate terms similar to the data protection provisions contained in this Addendum.

(iv) Stream Networks Ltd shall give you as much notice as is reasonably practicable of the appointment of any new Subprocessor including details of the processing to be undertaken. If, within 5 Working Days of receipt of this notice, you notify Stream Networks Ltd in writing of any objections (on reasonable grounds) to the proposed appointment, Stream Networks Ltd and you shall work together in good faith to make available any commercially reasonable change in the provision of the services Stream Networks Ltd provides to you which avoids the use of that Subprocessor.

(v) If Stream Networks Ltd is unable to make the required change to such services under the provisions of paragraph 11(iv) within 20 Working Days from receipt of your notice objecting to the proposed appointment of the Subprocessor, you may terminate the contract on 1 month's notice to the extent it relates to the services which require the use of the proposed Subprocessor.

12. You acknowledge that if any claim or action is brought by a Data Subject arising from any action or omission by Stream Networks Ltd, Stream Networks Ltd shall not be liable to the extent such action or omission resulted directly or indirectly from your instructions.

Annex

Scope of processing

Stream Networks Ltd processes Personal Data to enable it to provide the services under your contract with Stream Networks Ltd and to comply with any legal obligations imposed upon it.

Nature and purpose of processing

- Use of Personal Data to set up, operate, monitor and provide the services under your contract;
- Perform day to day management of accounts and products we provide to you;
- Record consent (e.g. in respect of marketing of products and services or any other consent you provide which we are obliged to record);
- Uploading any fixes or upgrades to the services we provide (where we are obliged to carry out fixes and/or upgrades);
- Back up of Personal Data;
- Computer processing of Personal Data, including data transmission, data retrieval, data access;
- Complying with our statutory obligations;
- Providing access to online platforms (if any);
- Network access to allow transfer of Personal Data;
- Execution of your written instructions in accordance with the above provisions and/or your contract with Stream Networks Ltd;
- Administration of accounts to manage user permissions.

Categories of Personal Data

- Account data such as account number, device ID, IP address, service history etc.
- Personal data such as name, address, date of birth, email address, telephone number, circuit ID;
- Professional information such as job title, details of your professional body;
- Financial data such as credit or debit card details, bank account details;
- History product data and information;
- Company data where this identifies a Data Subject;
- Identification data (where required);
- Special categories of Personal Data.

Categories of Data Subjects

- Employees, contractors, temporary workers, agents, your clients, your suppliers or other individuals having Personal Data to be Processed as part of our service to you.
- End users or their authorised representatives.

Duration of Processing

Stream Networks Ltd shall process Personal Data no longer than is necessary in order to perform its obligations under the contract with you or in order to comply with any legal requirement regarding the Processing of Personal Data.

If there are any inconsistencies between the terms contained above and the contract between you and Stream Networks Ltd the terms contained above shall take priority.

The provisions contained in this letter shall not affect any other provision contained in the contract between you and Stream Networks Ltd and the contract shall remain in full force and effect.

We confirm our agreement to the above provisions.

Company name:

Signed:

Position:

Date:

Signed on behalf of Stream Networks:

Signed: 

Position: *Director*

Date: *21-5-18*